

GEORGE D. YARON, ESQ. (State Bar #96246)
 KEITH E. PATTERSON, ESQ. (State Bar #225753)
 GOLI MAHDAVI, ESQ. (State Bar #245705)
YARON & ASSOCIATES
 601 California Street, 21st Floor
 San Francisco, California 94108-2281
 Telephone: (415) 658-2929
 Facsimile: (415) 658-2930

Attorneys for Defendant
 TODD SHIPYARDS CORPORATION

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

JO GUNTER HEWITT, individually and on
 Behalf of the Estate of RONALD HEWITT,
 decedent; SUSAN SIMPSON; RHONDA
 KNIGHT AND DOES ONE through TEN,
 inclusive,

Plaintiffs,

vs.

ALLIS CHALMERS CORPORATION)
 PRODUCT LIABILITY TRUST; PLANT)
 INSULATION COMPANY; SULZER PUMPS)
 (US) INC., INDIVIDUALLY AND AS SII TO)
 BINGHAM INTERNATIONAL COMPANY;)
 UNIROYAL, INC.; TODD SHIPYARDS)
 CORPORATION AND THE ELEVENTH DOE)
 THROUGH THREE HUNDREDTH DOE,
 inclusive,

Defendants.

Case No. C07 3474 JCS

**CERTIFICATE OF SERVICE OF
 NOTICE TO ADVERSE PARTY OF
 REMOVAL TO FEDERAL COURT**

Iris Nishimoto certifies and declares:

I am over the age of 18 years and not a party to this action.

My business address is 601 California Street, 21st Floor, San Francisco, California 94108-2826, which is located in the city, county and state where the mailing described below took place.

On July 3, 2007, I had hand delivered a copy of the Notice to Adverse Party of Removal to Federal Court, dated July 3, 2007, which is attached to this Certificate.

1 Jeffrey A. Kaiser, Esq

2 LEVIN, SIMES, KAISER & GORNICK LLP

3 44 Montgomery Street, 36th Floor

4 San Francisco, CA 94104

5 Tel.: (415) 646-7160

6 Fax: (415) 981-1270

7 I declare under penalty of perjury that the foregoing is true and correct.

8 Executed on July 3, 2007

9 

10 IRIS NISHIMOTO

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YARON & ASSOCIATES
601 California Street, 21st Floor
San Francisco, California 94108
Telephone: (415) 658-2929
Facsimile: (415) 658-2930

Attorneys for Defendant
TODD SHIPYARDS CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

JO GUNTER HEWITT, individually and on
Behalf of the Estate of RONALD HEWITT,
decedent; SUSAN SIMPSON; RHONDA
KNIGHT AND DOES ONE through TEN,
inclusive,

Plaintiffs,

v.

ALLIS CHALMERS CORPORATION
PRODUCT LIABILITY TRUST; PLANT
INSULATION COMPANY; SULZER PUMPS
(US) INC., INDIVIDUALLY AND AS SII TO
BINGHAM INTERNATIONAL COMPANY;
UNIROYAL, INC.; TODD SHIPYARDS
CORPORATION AND THE ELEVENTH
DOE THROUGH THREE HUNDREDTH
DOE, inclusive,

Defendants.

Case No. 06-449838

**NOTICE TO ADVERSE PARTY OF
REMOVAL TO FEDERAL COURT
PURSUANT TO
28 U.S.C. §1442(a)(1)
[Federal Officer Removal]**

TO: PLAINTIFFS AND THEIR ATTORNEY OF RECORD:

PLEASE TAKE NOTICE THAT a Notice of Removal of this action was filed in the United
States District Court for the Northern District of California on July 3, 2007, under Federal Case
Number C 07 3474 JCS.

///

///

1 A copy of the said Notice of Removal is attached to this Notice, and is served and filed
2 herewith.

3
4 Dated: July 3, 2007

YARON & ASSOCIATES

By 

GEORGE D. YARON

KEITH E. PATTERSON

GOLI MAHDAVI

Attorneys for Defendant

TODD SHIPYARDS CORPORATION

07/09/2007
FILED
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
PH 12:59

GEORGE D. YARON, ESQ. (State Bar #96246)
KEITH E. PATTERSON, ESQ. (State Bar #225753)
GOLI MAHDAVI, ESQ. (State Bar #245705)
YARON & ASSOCIATES
601 California Street, 21st Floor
San Francisco, California 94108
Telephone: (415) 658-2929
Facsimile: (415) 658-2930

Attorneys for Defendant
TODD SHIPYARDS CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JCS

JO GUNTER HEWITT, individually and on
Behalf of the Estate of RONALD HEWITT,
decedent; SUSAN SIMPSON; RHONDA
KNIGHT AND DOES ONE through TEN,
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ALLIS CHALMERS CORPORATION
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UNIROYAL, INC.; TODD SHIPYARDS
CORPORATION AND THE ELEVENTH
DOE THROUGH THREE HUNDREDTH
DOE, inclusive,

Defendants.

C. 07 3474
No. 07 3474

**NOTICE OF REMOVAL OF ACTION
UNDER 28 U.S.C. §1442(a)(1)**

[Federal Officer Removal]

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF CALIFORNIA:

PLEASE TAKE NOTICE that Defendant TODD SHIPYARDS CORPORATION
("TODD"), by counsel, removes the above-entitled action from the Superior Court of the State of
California, in and for the County of San Francisco, to this Court, pursuant to 28 U.S.C. §§1442(a)(1)
and 1446.

This is a civil action over which this Court has subject matter jurisdiction under 28 U.S.C.

§1331, as the action arises under the Constitution, laws, or treatises of the United States within the meaning of 28 U.S.C. §1331 by virtue of Plaintiffs' attempt to adjudicate claims with respect to persons acting under an officer of the United States pursuant to 28 U.S.C. §1442(a)(1).

The grounds for removal are as follows:

1. On May 18, 2007, Plaintiffs filed a Second Amended Complaint in the Superior Court of the State of California in and for the city and county of San Francisco, entitled JO GUNTER HEWITT, individually and on Behalf of the Estate of RONALD HEWITT, decedent; SUSAN SIMPSON; RHONDA KNIGHT AND DOES ONE through TEN, inclusive, Plaintiffs, vs. ALLIS CHALMERS CORPORATION PRODUCT LIABILITY TRUST; PLANT INSULATION COMPANY; SULZER PUMPS (US) INC., INDIVIDUALLY AND AS SII TO BINGHAM INTERNATIONAL COMPANY; UNIROYAL, INC.; TODD SHIPYARDS CORPORATION AND THE ELEVENTH DOE THROUGH THREE HUNDREDTH DOE, inclusive, Defendants, case number 06-449838. A copy of Plaintiffs' Second Amended Complaint and summons is attached hereto as Exhibit "A."

2. Plaintiffs allege Negligence (Wrongful Death), Strict Liability, Survival, and Loss of Consortium causes of action against various Defendants, including TODD. Plaintiffs allege an unspecified amount of damages arising from Decedent Ronald Hewitt's alleged exposure to asbestos. (See Exhibit "A.")

3. As to TODD, Plaintiffs' Second Amended Complaint alleges that Decedent Ronald Hewitt was exposed to asbestos while present at TODD Shipyard in San Pedro, California. (See Exhibit "A.")

4. The above-entitled action is a Complex Asbestos Litigation Action, which is governed by various general orders of the San Francisco Superior Court. Pursuant to General Order No. 129, contemporaneous with the filing of a Complaint for damages arising out of alleged exposure to asbestos, Plaintiffs must file a Preliminary Fact Sheet prepared and signed by Plaintiffs' counsel, providing various information to the state court. On June 7, 2007, TODD received a copy of Plaintiffs' Preliminary Fact Sheet. A copy of Plaintiffs' Preliminary Fact Sheet is attached hereto as Exhibit "B."

1 4. In Plaintiffs' Preliminary Fact Sheet, Plaintiffs state that, sometime between 1955 and
2 1968, while employed as a Machinist Mate for the U.S. Navy, Decedent Ronald Hewitt was exposed
3 to asbestos aboard the following U.S. Navy ships: the USS ASHTABULA (AO-51), USS AJAX
4 (AR-6), USS EPPERSON (DD-719), USS PERKINS (DD-817), and the USS SHIELD (DD-596).
5 (See Exhibit "B.")

6 5. 28 U.S.C. § 1442(a)(1) provides:

7 A civil action or criminal prosecution commenced in a State court against any of the
8 following may be removed by them to the district court of the United States for the
district and division embracing the place wherein it is pending:

9 (1) The United States or any agency thereof or any officer (or any person acting under
10 that officer) of the United States or of any agency thereof, sued in an official or
11 individual capacity for any act under color of such office or on account of any right,
title or authority claimed under any Act of Congress for the apprehension or
punishment of criminals or the collection of the revenue.

12 The basis for the removal of this action is that it involves a person – TODD – that acted
13 under the authority of officers of the United States or any agency thereof, in this case, the United
14 States Navy, within the meaning of 28 U.S.C. §1442(a)(1). (*Mesa v. California*, 489 U.S. 121, 124-
15 125; 109 S.Ct. 959 (1989); *Pack v. AC&S, Inc., et al.*, 838 F.Supp. 1099, 1101 (D. Md. 1993).)

16 6. In *Fung v. Abex Corp., et al.*, 816 F.Supp. 569 (N.D. Cal. 1993), the Court addressed
17 the propriety of the removal of a case involving the alleged exposure to asbestos while aboard
18 submarines manufactured by General Dynamics. In denying Plaintiffs' motion to remand, the Court
19 stated that, to satisfy removal under 28 U.S.C. §1442(a), General Dynamics must show that, in
20 manufacturing submarines, it "(1) acted under the direction of a federal officer, (2) raised a federal
21 defense to plaintiffs' claims, and (3) demonstrated a causal nexus between plaintiffs' claims and the
22 acts it performed under color of federal office." (*Id.* at 571-572.)

23 7. In the present case, during 1955 to 1968, the relevant time period, TODD was
24 involved in the construction and maintenance of ocean-going vessels. For the purposes of this
25 removal, TODD acknowledges having constructed, converted, or repaired at its San Pedro shipyard
26 facilities vessels for the U.S. Navy. However, such construction, conversion, or repair, was
27 necessarily performed pursuant to contracts and specifications executed by an officer of the United
28

1 States, the U.S. Navy.

2 8. TODD's construction, conversion, or repair of vessels for the U.S. Navy was
3 performed pursuant to (a) contracts that mandated adherence to comprehensive and detailed U.S.
4 Navy-created specifications regarding, among other things, the use of asbestos-containing products,
5 as well as (b) repair oversight by on-site U.S. Navy representatives. Therefore, under the terms of
6 its contracts with the U.S. Navy, TODD's construction, conversion or repair of the Naval vessels was
7 necessarily performed under the authority and control of an officer of the United States. Thus,
8 during all phases of TODD's construction, conversion or repair of Naval vessels, pursuant to U.S.
9 Navy contracts and specifications, TODD performed its work under the control and supervision of
10 officers of the U.S. Navy.

11 9. Moreover, TODD can and will assert a federal defense to this action: its work was
12 performed pursuant to contract with, and under the supervision of, the United States government,
13 and any recovery by Plaintiffs is barred by consequence of the judicially recognized doctrine of
14 immunity conferred upon that contractual relationship, and any occurrences arising therefrom.
15 (*Boyle v. United Technologies Corp.* 487 U.S. 500, 509-511; 108 S.Ct. 2510 (1988); *Niemann v.*
16 *McDonnell Douglas Corp.*, 721 F.Supp. 1019, 1021-1023 (S.D.Ill. 1989)).

17 10. Finally, because TODD acted under color of a federal officer or agency in its
18 construction, conversion or repair of U.S. Navy vessels, upon which Plaintiffs claim Decedent
19 Ronald Hewitt worked aboard and was exposed to asbestos-containing materials, removal of this
20 civil action pursuant to 28 U.S.C. §1442(a)(1) is proper. (*Williams v. Brooks*, 945 F.2d 1322, 1325
21 fn.2. (5th Cir. 1991).)

22 11. Should Plaintiffs file a Motion to Remand this case, TODD respectfully requests the
23 opportunity to respond more fully in writing, including the submission of affidavits and authorities.

24 12. Since Defendant TODD was acting under an officer of the United States of America
25 pursuant to 28 U.S.C. §1442(a)(1), all Defendants are not required to join in this Notice of Removal.
26 (See, e.g., *Ely Mines, Inc. v. Hartford Accident & Indemnity Co.*, 644 F.2d 1310, 1315 (9th Cir.
27 1981).)

28 13. Defendant TODD has not filed an Answer in the above-entitled matter.

1 14. As Plaintiffs' Second Amended Complaint was filed on May 18, 2007, and TODD
2 received Plaintiffs' Preliminary Fact Sheet on June 7, 2007, TODD is filing this Notice of Removal
3 within thirty (30) days from the date it first learned of a basis upon which to remove this action, as
4 required by 28 U.S.C. Section 1446(b). (See Exhibit "C").

5 15. Written notice of the filing of this Notice of Removal will be given to Plaintiffs and
6 the other Defendants remaining in this action, together with a copy of the Notice to Adverse Party
7 of Removal to Federal Court and supporting papers with the Superior Court of California, County
8 of San Francisco, as required by 28 U.S.C. §1446(d).

9 16. Further, TODD is requesting that this case be added as a tag-along case to the Multi-
10 District Litigation No. 875 (MDL-875) (*In re Asbestos Cases*, in the U. S. District Court, Eastern
11 District of Pennsylvania.).

12 WHEREFORE, TODD hereby removes this action to this Court.

13
14 DATED: July 3, 2007

YARON & ASSOCIATES

15
16 By: _____

17 GEORGE D. YARON
18 KEITH E. PATTERSON
19 GOLI MAHDAVI
20 Attorneys for Defendant
21 TODD SHIPYARDS CORPORATION
22
23
24
25
26
27
28

EXHIBIT A

JEFFREY A. KAISER [SBN 160594]
 SHANNON S. PATEL [SBN 239314]
LEVYN SIMES KAISER & GORNICK, LLP
 44 Montgomery Street, 36th Floor
 San Francisco, CA 94104
 Telephone: (415) 646-7160
 Facsimile: (415) 981-1270

Attorneys for Plaintiffs

JO GUNTER HEWITT, et al.

ELECTRONICALLY

FILED

*Superior Court of California,
 County of San Francisco*

MAY 18 2007

GORDON PARK-LI, Clerk

BY: JUDITH NUNEZ

Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO
 (UNLIMITED JURISDICTION)

JO GUNTER HEWITT, individually and on Behalf of
 the Estate of RONALD HEWITT, decedent; SUSAN
 SIMPSON; RHONDA KNIGHT AND DOES ONE
 through TEN, inclusive,

PLAINTIFFS,

VS.

ALLIS CHALMERS CORPORATION PRODUCT
 LIABILITY TRUST;
 PLANT INSULATION COMPANY;
 SULZER PUMPS (US) INC., INDIVIDUALLY AND AS
 SH TO BINGHAM INTERNATIONAL, INC.;
 THORPE INSULATION COMPANY;
 UNIROYAL, INC.;
 TODD SHIPYARDS CORPORATION
 AND THE ELEVENTH DOE THROUGH THREE
 HUNDREDTH DOE, INCLUSIVE,

DEFENDANTS.

) No. CGC 06 449838

)
)
)
)
) **SECOND AMENDED**
) **COMPLAINT FOR**
) **DAMAGES**

)
)
) (Wrongful Death)
) (Asbestos)

)
)
) Negligence
) Strict Liability
) Survival Action
) And
) Loss of Consortium

GENERAL ALLEGATIONS

1. The true names and capacities, whether individual, corporate, associate, governmental or
 otherwise, of defendants ELEVENTH DOE through THREE HUNDREDTH DOE, inclusive, are

known to plaintiffs at this time, who therefore sue said defendants by such fictitious names. When the true names and capacities of said defendants have been ascertained, plaintiffs will amend this complaint accordingly. Plaintiffs are informed and believe, and thereon allege, that each defendant designated herein as a DOE is responsible, negligently or in some other actionable manner, for the events and happenings hereinafter referred to, and caused injuries and damages proximately thereby to the decedent, as hereinafter alleged.

2. At all times herein mentioned, each of the defendants, except as otherwise alleged, was the agent, servant, employee and/or joint venturer of her co-defendants, and each of them, and at all said times, each defendant was acting in the full course and scope of said agency, service, employment and/or joint venture. Certain defendants agreed and conspired among themselves and with certain other individuals and/or entities, to act, or not to act, in such a manner that resulted in injury to the decedent; and such defendants, as co-conspirators, are liable for the acts, or failures to act, of other conspiring defendants. Plaintiffs are informed and believe, and allege, that at all times herein mentioned defendants ELEVENTH DOE through THREE HUNDREDTH DOE, inclusive, were and are authorized to do business in the State of California, and that said defendants have regularly conducted business in the County of San Francisco, State of California.

3. Plaintiffs are informed and believe, and thereon allege that at all times herein mentioned, each defendant named herein and ELEVENTH DOE through THREE HUNDREDTH DOE, inclusive, were and are corporations organized and existing under and by virtue of the laws of the State of California, or the laws of some other state or foreign jurisdiction, and that said defendants, and each of them, were and are authorized to do and are doing business in the State of California, and that said defendants have regularly conducted business in the County of San Francisco, State of California.

FIRST CAUSE OF ACTION-NEGLIGENCE

(Wrongful Death)

PLAINTIFFS JO GUNTER HEWITT, SUSAN SIMPSON, RHONDA KNIGHT and DOES ONE through TEN, Inclusive, COMPLAIN OF DEFENDANTS, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR NEGLIGENCE (WRONGFUL DEATH) ALLEGE:

1 4. The true names and capacities, whether individual, corporate, associate, governmental or
2 otherwise, of defendants ELEVENTH DOE through THREE HUNDREDTH DOE, inclusive, are
3 unknown to plaintiffs at this time, who therefore sues said defendants by such fictitious names. When
4 the true names and capacities of said defendants have been ascertained, plaintiffs will amend this
5 Complaint accordingly. Plaintiffs are informed and believe and thereon allege that each defendant
6 designated herein as a DOE is responsible, negligently or in some other actionable manner, for the
7 events and happenings hereinafter referred to, and caused injuries and damages proximately thereby to
8 the plaintiffs, as hereinafter alleged.

9
10 5. At all times herein mentioned, each of the defendants was the agent, servant, employee
11 and/or joint venturer of his co-defendants, and each of them, and at all said times, each defendant was
12 acting in the full course and scope of said agency, service, employment and/or joint venture.

13
14 6. Plaintiffs are informed and believe, and thereon alleges, that at all times herein
15 mentioned, defendants **ALLIS CHALMERS CORPORATION PRODUCT LIABILITY TRUST;**
16 **PLANT INSULATION COMPANY; SULZER PUMPS (US) INC., INDIVIDUALLY AND AS SII**
17 **TO BINGHAM INTERNATIONAL, INC.; THORPE INSULATION COMPANY;**
18 **UNIROYAL, INC.; TODD SHIPYARDS CORPORATION AND THE ELEVENTH DOE**
19 **THROUGH THREE HUNDREDTH DOE,** inclusive, are corporations organized and existing under
20 and by virtue of the laws of the State of California, or the laws of some state or foreign jurisdiction, and
21 that said defendants were and are authorized to do and are doing business in the State of California, and
22 that said defendants have regularly conducted business in the City and County of San Francisco, State of
23 California. The defendants identified in this paragraph are hereinafter referred to as "**ASBESTOS**
24 **DEFENDANTS**"

25
26
27 7. At all times herein mentioned, each of the **ASBESTOS DEFENDANTS** was the
28 successor, successor in business, successor in product line or a portion thereof, parent, subsidiary,

wholly or partially owned by, or the whole or partial owner of or member in an entity researching, studying, manufacturers, fabricating, designing, labeling, assembling, distributing, leasing, buying offering for sale, selling, inspecting, servicing, installing, contracting for installation, repairing, modifying, disturbing, handling, marketing, warranting, rebranding, manufacturing for others, packaging and advertising a certain substance the generic name for which is asbestos, and other products containing said substance. Said entities shall hereinafter collectively be called "alternate entities". Each of the herein named **ASBESTOS DEFENDANTS** are liable for the tortious conduct of each successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, alter-ego, whole or partial owner, or wholly or partially owned entity, or entity that it as a member of, or funded, that researched, studied, manufactured, fabricated, designed, labeled, assembled, distributed, leased, bought, offered for sale, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others and advertised a certain substance, the generic name of which is asbestos, and other products containing said substance. The following **ASBESTOS DEFENDANTS**, and each of them, are liable for the acts of each and every "alternate entity", and each of them, in that there has been a virtual destruction of plaintiffs remedy against each such "alternate entity"; **ASBESTOS DEFENDANTS**, and each of them, have acquired the assets, product line, or apportion thereof, of each such "alternate entity"; **ASBESTOS DEFENDANTS**, and each of them, caused the destruction of plaintiffs remedy against each such "alternate entity"; each such **ASBESTOS DEFENDANTS** has the ability to assume the risk-spreading role of each such "alternate entity"; and that each such **ASBESTOS DEFENDANT** enjoys the goodwill originally attached to each such "alternate entity".

DEFENDANTALTERNATE ENTITY

SULZER PUMPS (US) INC.

BINGHAM INTERNATIONAL, INC.

1 8. The Federal Courts lack jurisdiction over this action and removal is therefore improper.
2 There is incomplete diversity of citizenship due to the presence of a California **ASBESTOS**
3 **DEFENDANT**. Every claim arising under the Constitution, treaties, or laws of the United States is
4 expressly disclaimed. This includes any claim arising from an act on a Federal Enclave as defined by
5 Article I, section. 8, clause 17 of the United States Constitution. This also includes any claim arising
6 from any act or omission of the United States, any agency thereof, any officer of the United States, or a
7 claim against any other person or entity that is based on an act that was performed under specific
8 direction of the United States, any agency thereof or any Officer of the United States. No claim of
9 admiralty or maritime law is raised. Plaintiffs sue no foreign state or agency. Venue is proper in San
10 Francisco County, Superior Court of California.
11

12 9. At all times herein mentioned, the **ASBESTOS DEFENDANTS** and each of them were
13 engaged in the business of manufacturing, installing, contracting for installation, scrapping, fabricating,
14 designing, assembling, distributing, leasing, buying, selling, modifying, disturbing, handling, inspecting,
15 servicing, repairing, marketing, warranting and advertising a certain substance, the generic name of
16 which is asbestos, and/or other products containing said substance, or are engaged in the business of
17 manufacturing, fabricating, designing, assembling, distributing, selling, and marketing of safety
18 equipment, including respiratory protective devices which were intended to block the entry of asbestos
19 fibers into the bodies of workers who were exposed to asbestos in the workplace and other locations.
20

21 10. At all times herein mentioned, the **ASBESTOS DEFENDANTS**, and each of them were
22 aware that the original gaskets and packing supplied with the steam pumps would need to be removed
23 and replaced with new gaskets and packing during ordinary operation and maintenance of the steam
24 pumps. Heat and pressure generated by operation of the steam pumps would affect the original and
25 replacement gaskets and packing – e.g., making them brittle, friable and not reusable, making
26 replacement necessary and dangerous. It was foreseeable that the process of removing old gaskets and
27
28

1 packing, and replacing them with the new materials during ordinary maintenance operations would
 2 disturb the asbestos materials, releasing asbestos into the air.

3 11. At all times herein mentioned, the **ASBESTOS DEFENDANTS**, and each of them,
 4 singularly and jointly, negligently and carelessly researched, tested or failed to test, warned or failed to
 5 warn, manufactured and/or caused to be manufactured, designed, developed, distributed, labeled,
 6 advertised, marketed, warranted, inspected, repaired, fabricated, assembled, installed, modified,
 7 handled, disturbed, serviced, and sold a certain substance, the generic name of which is asbestos, and/or
 8 other products containing said substance, and said substance was capable of causing and did, in fact,
 9 proximately cause personal injuries to users, consumers, workers and others, while being used in a
 10 manner reasonably foreseeable, thereby rendering said substances unsafe and dangerous for use by the
 11 consumers, users, bystanders or workers exposed thereto;
 12

13 12. Plaintiffs' decedent was exposed to asbestos and asbestos products referred to in
 14 paragraph 10, in a manner that was reasonably foreseeable.
 15

16 13. As a direct and proximate result of the conduct of the **ASBESTOS DEFENDANTS**, and
 17 each of them, as aforesaid, the exposure to asbestos caused plaintiffs' decedent to contract mesothelioma
 18 (cancer) from which he died on December 22, 2006.
 19

20 14. Plaintiffs did not learn of the causal relationship between decedent's exposure to asbestos
 21 and her death until less than one year before the date on which this complaint was filed.

22 15. Plaintiffs are the heirs of RONALD HEWITT, deceased, herein referred to as "decedent",
 23 as follows:

24	JO GUNTER HEWITT	Spouse
25	SUSAN SIMPSON	Daughter
26	RHONDA KNIGHT	Daughter
27		
28		

1 16. As a result of the conduct of **ASBESTOS DEFENDANTS**, and each of them, decedent's
2 heirs have sustained pecuniary loss resulting from the loss of love, comfort, society, attention, services
3 and support of decedent in a sum in invoking the unlimited jurisdictional limits of the Court.

4 17. As a further result of the conduct of **ASBESTOS DEFENDANTS**, and each of them,
5 and the death of decedent, plaintiffs herein have incurred funeral and burial expenses in an amount to be
6 subsequently ascertained.

7 18. Plaintiffs have lost pre-judgment interest pursuant to Civil Code Section 3288, the exact
8 amount of which plaintiff prays leave to insert herein when finally ascertained.

9 19. As a further direct and proximate result of the said conduct of **ASBESTOS**
10 **DEFENDANTS**, and each of them, plaintiff has incurred, and will incur, loss of income, wages,
11 pension, profits and commissions, a diminished earning potential, and other pecuniary losses, the full
12 nature and extent of which are not yet known to plaintiff; and leave is requested to amend this
13 Complaint to conform to proof at the time of trial.

14 20. Defendant **TODD SHIPYARDS CORPORATION** negligently failed to warn decedent
15 and others similarly situated that the asbestos containing products and materials in use by its workers,
16 hired contractors and sub-contractors, from which decedent Ronald Hewitt suffered harmful exposures
17 to airborne asbestos fibers, were in fact harmful and deadly and could lead asbestos-related illnesses
18 including but not limited to mesothelioma. **TODD SHIPYARDS CORPORATION** employees and its
19 subcontractors negligently exposed decedent Ronald Hewitt to airborne asbestos fibers through working
20 with asbestos-containing materials in his presence at **TODD SHIPYARDS CORPORATION** in San
21 Pedro, CA. **TODD SHIPYARDS CORPORATION** owned this facility, controlled the facility and its
22 employees and the contractors **TODD SHIPYARDS CORPORATION** hired directly exposed
23 decedent to harmful asbestos fibers and failed to warn decedent of the hazardous condition it created
24 and **TODD SHIPYARDS CORPORATION** knew or reasonably should have known of the hazards of
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26
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1 asbestos. Pursuant to *Westbrook v. Asbestos Defendants*, 2001 U.S. Dist. Lexis 11575, TODD
 2 SHIPYARDS CORPORATION failed to warn decedent that the asbestos-containing products its
 3 employees and subcontractors were using were harmful to decedent and others similarly situated. As
 4 such, TODD SHIPYARDS CORPORATION negligently retained control of the contractors that
 5 exposed decedent to this harmful condition. TODD SHIPYARDS CORPORATION reasonably
 6 should have warned decedent of the hazards created by TODD SHIPYARDS CORPORATION
 7 workers and TODD SHIPYARDS CORPORATION'S agents to warn decedent about the
 8 hazards created directly by TODD SHIPYARDS CORPORATION and its agents independent of
 9 any potential role the Navy might have played in specifying the use of asbestos containing materials on
 10 Navy Ships.
 11

12
 13 TODD SHIPYARDS CORPORATION should have recognized that the work of its employees
 14 and contractors would create during the progress of the work, dangerous, hazardous, and unsafe
 15 conditions which could or would harm decedent and others unless special precautions were taken.

16
 17 TODD SHIPYARDS CORPORATION knew or had reason to know, that the contractors it
 18 had selected and hired to install, remove, abate or otherwise handle asbestos-containing materials were
 19 unfit or unqualified to do so

20
 21 TODD SHIPYARDS CORPORATION failed to use reasonable care to discover whether the
 22 contractors it selected and hired to install, remove, abate or otherwise handle asbestos-containing
 23 materials were competent or qualified to do so.

24
 25 WHEREFORE, plaintiffs pray judgment against ASBESTOS DEFENDANTS, and each of
 26 them, as hereafter set forth.

27 SECOND CAUSE OF ACTION - STRICT LIABILITY

28
 29 AS AND FOR A SECOND, SEPARATE, FURTHER AND DISTINCT CAUSE OF ACTION
 30 FOR STRICT LIABILITY, PLAINTIFFS JO GUNTER HEWITT individually and as Personal

1 *Representative to the Estate of RONALD HEWITT, decedent; SUSAN SIMPSON, RHONDA KNIGHT*
2 *AND DOES ONE THROUGH TEN, INCLUSIVE, COMPLAIN OF THE ASBESTOS DEFENDANTS AND*
3 *EACH OF THEM, AND ALLEGE AS FOLLOWS:*

4 20. Plaintiffs reallege and incorporate herein by reference each of the proceeding paragraphs
5 of this Complaint.

6 21. **ASBESTOS DEFENDANTS** and each of them, researched, manufactured, tested or
7 failed to test, warned or failed to warn, designed, labeled, distributed, advertised, marketed, warranted,
8 modified, handled, disturbed, inspected, repaired, offered for sale and sold a certain substance, the
9 generic name of which is asbestos and other products containing said substance, which substance is
10 defective, in that same was capable of causing and did, in fact, cause personal injuries and/or death
11 including mesothelioma and other lung disease and cancer, to the users and consumers thereof while
12 being used in a reasonably foreseeable manner, thereby rendering the same unsafe and dangerous for use
13 by consumers, users, bystanders and workers exposed thereto; said **ASBESTOS DEFENDANTS**, and
14 each of them, further failed to adequately warn of the risks to which decedent and others similarly
15 situated were exposed.

16 22. At all times herein mentioned, the **ASBESTOS DEFENDANTS**, and each of them were
17 aware that the original gaskets and packing supplied with the steam pumps would need to be removed
18 and replaced with new gaskets and packing during ordinary operation and maintenance of the steam
19 pumps. Heat and pressure generated by operation of the steam pumps would affect the original and
20 replacement gaskets and packing – e.g., making them brittle, friable and not reusable, making
21 replacement necessary and dangerous. It was foreseeable that the process of removing old gaskets and
22 packing, and replacing them with the new materials during ordinary maintenance operations would
23 disturb the asbestos materials, releasing asbestos into the air.

24 23. As a direct and proximate result thereof, decedent suffered the injuries from which he
25 subsequently died and plaintiffs have suffered the injuries and damages previously alleged.

26 WHEREFORE, plaintiffs pray judgment against **ASBESTOS DEFENDANTS**, and each of
27 them, as hereafter set forth.
28

THIRD CAUSE OF ACTION - SURVIVAL ACTION

AS AND FOR A THIRD, SEPARATE, FURTHER AND DISTINCT CAUSE OF ACTION (SURVIVAL ACTION), PLAINTIFF JO GUNTER HEWITT as Personal Representative to the Estate of RONALD HEWITT, decedent, COMPLAIN OF ASBESTOS DEFENDANTS, AND EACH OF THEM, AND FOR A CAUSE OF ACTION ALLEGES:

24. Plaintiffs incorporate by reference herein each and every paragraph of the First and Second Causes of Action of this Complaint, and makes them a part of this, the Third Cause of Action, as though fully set forth herein.

25. Prior to his death, decedent RONALD HEWITT had a cause of action against ASBESTOS DEFENDANTS herein for personal injuries arising from his exposure to asbestos. On December 22, 2006, the cause of action arose in his favor, RONALD HEWITT, who would have been the plaintiff in this action had he lived, died.

26. As a proximate result of the conduct of ASBESTOS DEFENDANTS and each of them, decedent was required to, and did, employ physicians and surgeons to examine, treat and care for him and did incur medical and incidental expenses in a sum to be subsequently determined.

27. As a further, direct and proximate result of the conduct of ASBESTOS DEFENDANTS, and each of them, decedent was prevented from attending to his usual occupation for a period of time and thereby incurred damages for loss of earnings in a sum to be subsequently determined.

28. In researching, testing, manufacturing, distributing, labeling, and marketing said products, ASBESTOS DEFENDANTS in this cause of action named, and each of them, did so with conscious disregard for the safety of the users of said products, in that ASBESTOS DEFENDANTS had specific prior knowledge that there was a high risk of injury or death resulting from exposure to asbestos or asbestos products, including but not limited to mesothelioma. Said knowledge was obtained, in part, from scientific studies, government data, and medical data to which ASBESTOS

THIRD CAUSE OF ACTION - SURVIVAL ACTION

AS AND FOR A THIRD, SEPARATE, FURTHER AND DISTINCT CAUSE OF ACTION
(SURVIVAL ACTION), PLAINTIFF JO GUNTER HEWITT as Personal Representative to the Estate of
RONALD HEWITT, decedent, COMPLAIN **VS.** ASBESTOS DEFENDANTS, AND EACH OF THEM,
AND FOR A CAUSE OF ACTION AGAINST THEM.

24. Plaintiff hereby incorporates by reference herein each and every paragraph of the First and
Second Causes of Action of this Complaint, and makes them a part of this, the Third Cause of Action,
as though fully set forth herein.

25. Prior to his death, decedent RONALD HEWITT had a cause of action against
ASBESTOS DEFENDANTS herein for personal injuries arising from his exposure to asbestos. On
December 22, 2006, after the foregoing cause of action arose in his favor, RONALD HEWITT, who
would have been the plaintiff in this action if he had lived, died.

26. As a proximate result of the conduct of ASBESTOS DEFENDANTS, and each of them,
decedent was required to, and did, employ physicians and surgeons to examine, treat and care for him
and did incur medical and incidental expenses in a sum to be subsequently determined.

27. As a further, direct and proximate result of the conduct of ASBESTOS DEFENDANTS,
and each of them, decedent was prevented from attending to his usual occupation for a period of time
and thereby incurred damages for loss of earnings in a sum to be subsequently determined.

28. In researching, testing, manufacturing, distributing, labeling, and marketing said
products, ASBESTOS DEFENDANTS in this cause of action named, and each of them, did so with
conscious disregard for the safety of the users of said products, in that ASBESTOS DEFENDANTS
had specific prior knowledge that there was a high risk of injury or death resulting from exposure to
asbestos or asbestos products, including but not limited to mesothelioma. Said knowledge was
obtained, in part, from scientific studies, government data, and medical data to which ASBESTOS

1 DEFENDANTS had access, as well as scientific studies performed by, at the request of, or with the
 2 assistance of, said ASBESTOS DEFENDANTS, and which knowledge was obtained by said
 3 ASBESTOS DEFENDANTS on or before 1933, and thereafter.

4 29. On or before 1933, and thereafter, said ASBESTOS DEFENDANTS were aware that
 5 users of asbestos and asbestos products, as well as members of the general public who would be
 6 exposed to asbestos and asbestos products, had no knowledge or information indicating that asbestos
 7 could cause injury, and said ASBESTOS DEFENDANTS knew that the users of asbestos and asbestos
 8 products, as well as members of the general public who were exposed to asbestos and asbestos products,
 9 would assume, and in fact did assume, that exposure to asbestos and asbestos products was safe, when
 10 in fact said exposure was extremely hazardous.

11 30. With said knowledge, said ASBESTOS DEFENDANTS opted to manufacture and
 12 distribute said asbestos and asbestos products without attempting to protect users from or warn users of
 13 the high risk of injury or death resulting from exposure to asbestos and asbestos products. By
 14 attempting to protect users and workers from, or warn workers and users of, the high risk of injury
 15 death resulting from exposure to asbestos and asbestos products, ASBESTOS DEFENDANTS
 16 intentionally failed to reveal their knowledge of said risk, fraudulently, consciously and actively
 17 concealed and suppressed said knowledge from members of the general public that asbestos and
 18 asbestos products were unsafe for all reasonably foreseeable use, with the knowledge of the falsity of
 19 said implied representations.

20 31. The above referenced conduct of said ASBESTOS DEFENDANTS was motivated by
 21 the financial interest of said ASBESTOS DEFENDANTS in the continuing, uninterrupted distribution
 22 and marketing of asbestos and asbestos products. In pursuance of said financial motivation, said
 23 ASBESTOS DEFENDANTS consciously disregarded the safety of the users of, and persons exposed
 24 to, asbestos and asbestos products, and were in fact, consciously willing to permit asbestos and asbestos

products to cause injury to workers and users thereof, and persons exposed thereto, including plaintiff.

32. As the above referenced conduct of said ASBESTOS DEFENDANTS was and is vile, base, willful, malicious, fraudulent, oppressive, outrageous, and in conscious disregard and indifference to the safety and health of workers exposed to asbestos and asbestos products, including plaintiffs' decedent, plaintiff, for the sake of example, and by way of punishing said ASBESTOS DEFENDANTS, seeks punitive damages according to proof.

FOURTH CAUSE OF ACTION - LOSS OF CONSORTIUM

AS AND FOR A FURTHER FOURTH, SEPARATE AND DISTINCT CAUSE OF ACTION FOR LOSS OF CONSORTIUM, PLAINTIFF JO GUNTER HEWITT, CO-SPOUSE OF ASBESTOS DEFENDANTS, AND EACH OF THEM, AND ALLEGES AS FOLLOWS.

33. Plaintiff JO GUNTER HEWITT realleges and incorporates herein by reference the preceding paragraphs of this Complaint.

34. Plaintiff JO GUNTER HEWITT was at all relevant times the lawfully wedded spouse of decedent RONALD HEWITT.

35. As a direct and proximate result of the conduct of ASBESTOS DEFENDANTS, and each of them, and of the severe injuries caused thereby to decedent prior to his death, as hereinabove alleged, plaintiff JO GUNTER HEWITT suffered loss of consortium, including, but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of his said spouse, and has suffered severe mental and emotional distress and general nervousness as a result thereof.

36. Plaintiff JO GUNTER HEWITT, as a result of the foregoing described injuries to her said spouse, has been generally damaged in a sum invoking the unlimited jurisdiction of the Court.


WHEREFORE, plaintiffs pray judgment against ASBESTOS DEFENDANTS and each of them as follows:

1. For general damages according to proof;
2. For burial expenses according to proof;
3. For medical and related expenses according to proof;

4. For loss of income according to proof;
5. For punitive damages according to proof;
6. For loss of care, comfort and society.
7. For plaintiffs' costs of suit herein; and,
8. For such other and further relief as this Court deems just and proper, including costs as provided in CCP § 998, CCP § 1032 and related provisions of law.

DATED: May 18, 2007

LEVIN SIMES KAISER & GORNICK, LLP


SHANNON S. PATEL
Attorney for Plaintiffs

SECOND AMENDED

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

ALLIS CHALMERS CORPORATION PRODUCT LIABILITY TRUST;
SEE ATTACHMENT FOR ADDITIONAL DEFENDANTS

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JO GUNTER HEWITT, individually and on Behalf of the
Estate of RONALD HEWITT, de la cuenta SUSAN SIMPSON;
RHONDA KNIGHT AND DOES et al. TEN, inclusive

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response with the court. If you do not file your response, the court may enter a default judgment against you. You can find these court forms and information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp) or at the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case, your wages, money, and property, and may be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these services at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENTA después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia. Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA
400 MCALLISTER STREET

SAN FRANCISCO, CA 94102

CASE NUMBER:
(Número del Caso): CGC 06 449838.

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

JEFFREY A. KAISER (SBN 160594)
LEVIN SIMES KAISER & GORNICK, LLP
44 MONTGOMERY STREET, 36TH FLOOR
SAN FRANCISCO, CA 94104

DATE: _____ Clerk, by _____ Deputy
(Fecha) MAY 23 2007 (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify):

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

SUMMONS

Legal
Solutions
& Plus

Attachment to Summons

JO GUNTER HEWITT, individually and on Behalf
the Estate of RONALD HEWITT, decedent; SUE ANN
SIMPSON; RHONDA KNIGHT AND DOE ONE
through TEN, inclusive,

No. CGC 06 449838

PL. JEFFREYS,

VS.

ALLIS CHALMERS CORPORATION PRODUCT
LIABILITY TRUST;
PLANT INSULATION COMPANY;
SULZER PUMPS (US) INC., INDIVIDUALLY AND AS
SII TO BINGHAM INTERNATIONAL, INC.;
THORPE INSULATION COMPANY;
UNIROYAL, INC.;
TODD SHIPYARDS CORPORATION
AND THE ELEVENTH DOE THROUGH THREE
HUNDREDTH DOE, INCLUSIVE,

DEFENDANTS.

PERSONAL INJURY

EXHIBIT B

JEFFREY A. KAISER, ESQ. [SBN 160594]
SHANNON S. PATEL, ESQ. [SBN 239314]
LEVIN SIMES KAISER & GORNICK, LLP
44 Montgomery Street, 36th Floor
San Francisco, California 94104
Telephone (415) 646-7160
Facsimile (415) 981-1270

Attorneys for Plaintiffs
JO GUNTER HEWITT, et al.

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

MAY 18 2007
GORDON PARK-LI, Clerk
BY: JUDITH NUNEZ
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
(UNLIMITED JURISDICTION)

JO GUNTER HEWITT, et al,

No. CGC 06 449838

Plaintiffs,

vs.

ALLIS CHALMERS CORPORATION
PRODUCT LIABILITY TRUST, et al.,

Defendants.

PRELIMINARY FACT
SHEET NEW FILING/
ASBESTOS LITIGATION
(See General Order No. 129)
In Re Complex Asbestos
Litigation

NOTICE

**TO NEW DEFENDANTS SERVED IN COMPLEX ASBESTOS LITIGATION IN THE
SUPERIOR COURT IN AND FOR THE STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO:**

You have been served with process in an action which has been designated by the Court as complex litigation pursuant to Standard 19 of the Standards of Judicial Administration. This litigation bears the caption "In Re: Complex Litigation," [San Francisco Superior Court No. 828684].

This litigation is governed by various general orders, some of which affect the judicial management and/or discovery obligations, including the responsibility to answer interrogatories deemed propounded in the case. You may contact the Court or Designated Defense Counsel, Berry & Berry, Station D, Post Office Box 16070 (2930 Lakeshore Ave.), Oakland, California 94610; Telephone: (510) 250-0200; FAX: (510) 835-5117 for further information and/or copies of these orders, at your expense.

1. State the complete name and address of each person whose claimed exposure to asbestos is the basis of this lawsuit ("exposed person");

RONALD HEWITT, DECEDENT

2. Does plaintiff anticipate filing a motion for preferential trial date within the next four months? ☐ Yes ☒ No

3. Date of birth of each exposed person in item one and, if applicable, date of death:

Date of Birth: September 4, 1936

Date of Death: December 22, 2006

Social Security Number of each exposed person: 458-54-2573

4. Specify the nature or type of asbestos-related disease alleged by each exposed person:

☐ Asbestosis

☒ Mesothelioma

☐ Pleural Thickening/Plaques

☐ Other Cancer: Specify: _____

☐ Lung Cancer Other Than Mesothelioma

☐ Other: Specify: _____

5. For purposes of identifying the nature of exposure allegations involved in this action, please check one or more:

☐ Shipyard

☐ Construction

☐ Friction-Automotive

☐ Premises

☐ Aerospace

☒ Military

☐ Other: Specify all that apply: Self-employed landscaper

If applicable, indicate which exposure allegations apply to which exposed person.

6. Identify each location alleged to be a source of an asbestos exposure, and to the extent known, provide the beginning and ending year(s) of each such exposure. Also specify each exposed person's employer and job title or job description during each period of exposure. (For example: "San Francisco Naval Shipyard - Pipefitter - 1939-1948"). Examples of locations of exposure might be a specific shipyard, a specific railroad maintenance yard, or perhaps more generalized descriptions such as "merchant Marine" or "construction." If an exposed person claims exposure during only a portion of a year, the answer should indicate that year as the

beginning and ending year (e.g., 1947-1947).

Employer & Dates	Jobsite(s)	Job Duties
US Navy 1955-1968	USS Epperson DD-179 USS Shields DD-596 USS Perkins DD-877 NAS-Kingsville, TX USS Ajax AR-6 USS Ashtabula AD-51 Pearl Harbor, HI San Diego, CA Many U.S. Navy ships, Japan San Francisco, CA Long Beach, CA	Machinist mate on ships; ground support for fighter jets at Kingsville, TX
Fleet Reserve 1968-1981	San Diego, CA; Long Beach, CA	Unknown at this time
Hurst, Texas Police Dept. 1968-1980	Hurst, TX	Patrol officer
Freeport Gold Mine 1980-1983	Elko, NV	Smelters assistant
Haltom City, Texas Police Dept. 1983-1995	Haltom City, TX	Criminal investigator

7. For each exposed person who:

a. worked in the United States or for a U. S. agency outside the territorial United States, attach to the copy of this fact sheet provided to Designated Defense Counsel a fully executed Social Security Earnings authorization (Exhibit N-4 to General Order No. 129);

b. may have had a Social Security disability award or is no longer employed and whose last employment was not with a United States government agency, attach to the copy of this fact sheet provided to Designated Defense counsel a fully executed Social Security Disability authorization (Exhibit N-5 to General Order No. 129);

c. served at any time in the United States military, attach to the copy of this fact sheet provided to the Designated Defense counsel two fully executed originals of the stipulation (Exhibit

1 N-3 to General Order No. 129);

2 d. was employed by the United States government in a civilian capacity, attach to the
3 copy of this fact sheet provided to Designated Defense counsel two fully executed originals of the
4 stipulation (Exhibit N-3 to General Order No. 129).

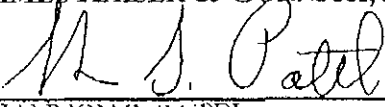
5 8. If there is a wrongful death claim, attach to the copy of this fact sheet provided to
6 Designated Defense Counsel a copy of the death certificate, if available. If an autopsy report was
7 done, also attach a copy of it to the copy of this fact sheet provided to Designated Defense
8 Counsel.

9 9. State the date of the filing of the initial complaint in this matter: February 27, 2006.

10
11 DATED: May 18, 2007

LEVIN SIMES KAISER & GORNICK, LLP

12
13 BY


SHANNON S. PATEL
Attorney for Plaintiffs

4 VOL 26 PAGE 072

S35992

This is to certify that this is a true and correct reproduction of the name and birth facts as recorded in this office, issued under authority of Section 191.051, Health & Safety Code

DATE ISSUED JAN 12 2007

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Sally Oubre
Sally Oubre, County Clerk
Hood County, Texas

EXHIBIT C

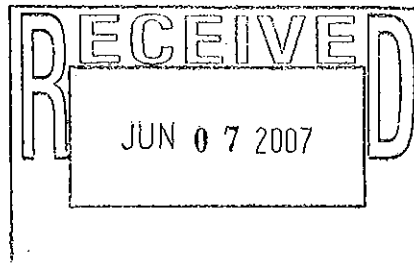
06/04/2007

Log Number 512280319

TO: MICHAEL G MARSH
Todd Shipyards Corporation
1801 16th Avenue SW
Seattle, WA, 98134-

RE: Process Served in Delaware

FOR: Todd Shipyards Corporation (Domestic State: DE)



ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Jo Gunter Hewitt, Individually and on behalf of the Estate of Ronald Hewitt, deceased, et al., Pliffs. vs. Allis Chalmers Corporation Product Liability Trust, et al. including Todd Shipyards Corporation, Dfts.

DOCUMENT(S) SERVED: Second Amended Summons, Fact Sheet, Attachment, Second Amended Complaint

COURT/AGENCY: San Francisco County: Superior Court, CA
Case # CGC06-449838

NATURE OF ACTION: Asbestos Litigation - Fatal Injury/Wrongful Death

ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, Wilmington, DE

DATE AND HOUR OF SERVICE: By Process Server on 06/04/2007 at 15:30

APPEARANCE OR ANSWER DUE: Within 30 days

ATTORNEY(S) / SENDER(S): Shannon S. Patel
Levin Simes Kaiser & Gornick, LLP
44 Montgomery Street, 36th Floor
San Francisco, CA, 94104
415-646-7160

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex 2 Day, 798689019317

SIGNED: The Corporation Trust Company

PER: Scott LaScala

ADDRESS: 1209 Orange Street
Wilmington, DE, 19801

TELEPHONE: 302-658-7581

Page 1 of 1 / JH

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of the package only, not of its contents.